[illegible] of George Heron,
Dec. by [illegible] *of* [illegible] *and* Barbara Heron, *Widow* } *App*[illegible]*ants.*
of the ſaid George Heron, *Dec.*

George Heron, *Son of* John Heron, *Dec. an Inſant, by*
Fenwick Downes, *his Guardian,* John Aynſley, *and* } *Reſp*[illegible]*dents.*
Heſter Heron.

The Appellants *CASE.*

GEORGE HERON, the Appellant's Father, being ſeized in Fee of ſeveral Meſſuages, Lands and Tenements, in *Humſaugh*, in the County of *Northumberland*, and of the Moiety of *Humſaugh* Mill, and of an eighth Part of Lands call'd *Haughton* Green, together, of the Value of about 67 *l. per Annum*, and being of a very weak Capacity, and eaſily drawn in for the Sake of a preſent Supply of Money, to give Mortgages and Securities for much greater Sums than he received.

Nov. 14. 1687. By Indenture the 14th of *November* 1687, Mortgages the Premiſes, except the Moiety of *Humſaugh* Mill, to *Thomas Heron*, for 99 Years, redeemable on Payment of 50 *l.* and Intereſt in three Years.

June 17. 1689. And by another Indenture of the 17th of *June* 1689, in Conſideration of a competent Sum, covenants to levy a Fine of his Lands in *Humſaugh*, and of the Moiety of *Humſaugh* Mill, to the Uſe of the ſaid *Thomas Heron*, and his Heirs, with a Proviſo, That on Payment of 76 *l.* with Intereſt, on the 17th of *June* 1690, the Fine ſhou'd enure to the Uſe of the ſaid *George Heron*, and his Heirs, and covenants, that the Premiſes were free from Incumbrances generally.

Jan. 28. 29. 1690. By Indentures of Leaſe and Releaſe, the 28th and 29th of *January* 1690, the ſaid *George Heron*, in Conſideration of 130 *l.* abſolutely conveys the whole Premiſes to *Ann Welton*, and her Heirs, with a Covenant, That the Premiſes were free from Incumbrances generally.

Dec. 11. 12. 1693. By Indentures of Leaſe and Releaſe, the 11th and 12th of *December* 1693, the ſaid *George Heron*, in Conſideration of 40 *l.* conveys the Moiety of *Humſaugh* Mill, to *John Kirſop*, and his Heirs.

But theſe two laſt Conveyances, tho' abſolute, were intended only as Mortgages, for ſecuring the ſaid ſeveral Sums of Money mentioned therein.

June 3. 4. 1697. By other Indentures of Leaſe and Releaſe, bearing Date the 3d and 4th of *June* 1697, betw[illegible] *John Kirſop* of the one Part, and *William Smith* of the other Part, reciting the Mortgage to *Kirſop* for 4[illegible] *l.* and that *George Heron* ſtood further indebted to *Kirſop*, in two Bonds, one for 5 *l.* and the other for 6 *l.* [illegible] ſaid *Kirſop* for 50 *l.* conveys the Moiety of the ſaid Mill, to *Smith*, and his Heirs.

In the Years 1696, and 1697, the ſaid *John Heron*, the Defendant, *George*'s late Father, and [illegible]*wick Downes*, an Attorney, both formed ſeveral Deſigns of getting this Eſtate for themſelves, and the ſaid *Fenwick Downes*, in Purſuance of ſuch his Deſign, and knowing the Weakneſs of the ſaid *George Heron* in the firſt Place, thought proper to pay off the ſaid ſeveral Mortgages, and to take Aſſignments thereof, to or in Truſt for himſelf; and accordingly,

Nov. 11. 1697. By Indenture dated the 11th of *November* 1697, between the ſaid *George Heron*, and *Iſabel Heron* Adminiſtratrix of the ſaid *Thomas Heron*, of the one Part, and *Henry Fenwick* of the other Part, reciting the firſt Mortgage for 50 *l.* and that the ſame was not paid the ſaid *Iſabel*, in Conſideration of 63 *l.* aſſigned the Premiſes to *Henry Fenwick*, for the Reſidue of the ſaid Term of 99 Years.

Same Date. And by one other Indenture, tripartite of the ſame Date, between the ſaid *Iſabel* of the firſt Part, the Appellant *George*'s ſaid Father of the ſecond Part, and the ſaid *Fenwick Downes* of the third Part, reciting the Mortgage for 76 *l.* and that no Part thereof was paid, *Iſabel* in Conſideration of 76 *l.* paid by *Fenwick Downes*, by Direction of the ſaid Appellant's Father, aſſigns the ſaid 76 *l.* and all Intereſt to grow Due thereon, to *Fenwick Downes*, with a Covenant from the ſaid Appellant's Father, to pay the 76 *l.* at Intereſt, on the 11th of *November* 1698, and that the Premiſes ſhou'd be a Security for the ſaid 76 *l.* and Intereſt, and all other Sums that ſhould be then owing from him to *Fenwick Downes*.

Nov. 10. 11. 1697. By other Indentures of Leaſe and Releaſe, bearing Date the 10th and 11th of the ſame *November*, between the ſaid *George Heron*, and *Ann Welton* of the one Part, and *Roger Wilſon* of the other Part, reciting the Conveyance to *Ann Welton*, the ſaid *George Heron*, and *Ann Welton*, in Conſideration of 135 *l.* [illegible] *s.* abſolutely convey the Premiſes to *Roger Wilſon*, and his Heirs.

Nov. 10. 11. 1697. And by other Indentures of Leaſe and Releaſe, bearing Date the 10th and 11th of *November* [illegible]97, between the ſaid *George Heron*, and *William Smith*, of the one Part, and *James Watſon* of the other Part, reciting the Deeds of the 3d and 4th of *June* 1697; and that the ſaid *George Heron* was then indebted to the ſaid *William Smith*, in 81 *l.* 10 *s.* and that the ſaid *James Watſon*, at the ſpecial Inſtance and Requeſt of the ſaid *George Heron*, had undertaken to pay the ſaid *William Smith*, the ſaid Sum of 52 *l.* 5 *s.* therefore in Conſideration of the Sum of 81 *l.* 10 *s.* paid to *Smith* by *Watſon*, the ſaid *Smith* by Appointment of *George Heron*, and alſo the ſaid *George Heron*, did grant and convey the ſaid Moiety, of the ſaid Mill, to *Watſon*, and his Heirs, redeemable by *George Heron*, on Payment of 81 *l.* 10 *s.* to *Watſon*, with Intereſt on the 11th of *November* 1698, with a Receipt indorſed for the 81 *l.* 10 *s.*

The Inconſiſtency of the Sums.

On theſe ſeveral Mortgages, and the ſeveral Aſſignments thereof, to, or in Truſt for *Fenwick Downes*, which appear all to bear Date the 10th and 11th of *November* 1697, theſe following Obſervations may be made:

FIRST, That on the firſt Deed of the 14th of *November* 1687, a Receipt is indorſed for the [illegible] *l.* Conſideration Money; but on the ſecond of the 17th of *June* 1689, no Receipt is indorſed.

SECONDLY, It is preſumed, That the 50 *l.* Conſideration Money, mentioned in the ſaid firſt Deed, was included in, and Part of the 76 *l.* mentioned to be the Conſideration of the ſecond Deed, not only by Reaſon of the Covenant therein, That the Eſtate was free from Incumbrances, without any Notice taken of the firſt Mortgage, though made not two Years before, and to the ſame Perſon; but alſo in regard the firſt Mortgage, being but for 99 Years, was merged in the ſecond, which was a Mortgage in Fee; and if ſo, then the 63 *l.* mentioned in the Aſſignment, from the ſaid *George* and *Iſabel Heron*, to *Henry Fenwick*, of the 11th of *November* 1697, was Part of the 76 *l.* mentioned in the Aſſignment, of the ſame Date to *Fenwick Downes*; and this Preſumption is the ſtronger, becauſe the 63 *l.* which is twice mentioned therein, and alſo in the Receipt indorſed thereon, appears to be written on Raſures in all three Places.

THIRDLY,

515 l. 15
48

Thirdly, That the Aſſignment to *James Watſon*, appears on the very Face of it, as to the Conſideration to be all Forgery throughout; for that in all Places of that Deed, where the 81 *l.* 10 *s.* is mentioned, and alſo in the Receipt indorſed thereon, the ſame appears to be written on Razures; but in one Part of the Deed, by an Overſight, the Sum of 52 *l.* 5 *s.* is left to ſtand, which proves, That this was the Sum, which was firſt mentioned in that Deed, and is alſo agreeable to the Debt before mentioned, to be due to *William Smith*, which was but 50 *l.* in the *June* then next before.

So that if the 63 *l.* mentioned in the Aſſignment, to *Henry Fenwick*, were included in the Aſſignment for 76 *l.* to *Fenwick Downes*, and the 81 *l.* 10 *s.* mentioned in the Aſſignment to *James Watſon*, be reduced to 52 *l.* 5 *s.* as they ought to be, then the Sums due on theſe ſeveral Mortgages will ſtand thus;

l. *s.*
76 } *l.* *s.*
135 17 } 264 2
52 5 }

But if left to ſtand as *Fenwick Downes* has made them, they will then appear to be thus;

l. *s.*
63 } *l.* *s.*
76 }
135 17 } 356 7
81 10 }

Nov. 12. 13. 1697. By other Indentures of Leaſe and Releaſe, bearing Date the 12th and 13th of *November* 1697, between the ſaid *George Heron* of the one Part, and the ſaid *Fenwick Downes* of the other Part, in Conſideration of the ſeveral Sums before mentioned, amounting to 356 *l.* 7 *s.* and of the further Sum of 46 *l.* 13 *s.* therein pretended to be paid, to the ſaid *George Heron*, making in the Whole, 403 *l.* the ſaid *George Heron* grants and conveys the Premiſes to *Fenwick Downes*, and his Heirs, redeemable on Payment of 427 *l.* 3 *s.* and gives Bond of 1000 *l.* Penalty for Performance of Covenants; and the ſaid *George Heron*, for the Reaſons before mentioned, was groſly impoſed upon in the Sum mentioned to be the Conſideration thereof.

March 21. 1697. *Fenwick Downes*, on Pretence of lending the ſaid *George Heron* a further Sum of Money, about the 21ſt of *March* 1697, gets a Bond from him, of the Penalty of 110 *l.* conditioned for the Payment of 55 *l.* 10 *s.* on the 1ſt of *Auguſt* following.

Fenwick Downes having gotten theſe Deeds and Securities from *George Heron*, the next Thing he thought proper to do, was to prevail on him, to execute Conveyances to other Perſons, who, as appears afterwards, were Truſtees for himſelf, that ſo *George Heron*, might be the leſs able to call in Queſtion what had been done before; and thereupon,

June 24. 25. 1698. By Indentures of Leaſe and Releaſe, bearing Date the 24th and 25th of *June* 1698, between the ſaid *George Heron* of the one Part, and *John Shaſtoe* of the other Part, *George Heron*, in Conſideration of 482 *l.* therein mentioned, to be paid to him, (tho' in Reality no Sum whatſoever was paid to the ſaid *George Heron*, at the Time of the Execution thereof) abſolutely conveys the Premiſes to *Shaſtoe*, and his Heirs, with the uſual Covenant, That the Premiſes were free from all Incumbrances whatſoever; but the Name *John Shaſtoe*, and alſo the Conſideration of 482 *l.* both in the Body of the Releaſe, and in the Receipt, indorſed thereon, appear to be writ on a Razure quite throughout; and this Conveyance, by the Reſpondent's Anſwer, is admitted to be in Truſt for *Fenwick Downes*, and tho' purporting to be an abſolute Conveyance was manifeſtly deſigned only to be a further Security for the ſeveral Sums of Money than pretended to be, and owing to the ſaid *Fenwick Downes*, about five Months after.

Nov. 26. 1698. By Articles bearing Date the 26th of *November*, 1698. between the ſaid *George Heron*, of the one Part, and *Edward Reed* (who was a Dependant of *Fenwick Downes*, and proved in the Cauſe not to be worth [illegible]) of the other Part, reciting that *George Heron*, was indebted to *Fenwick Downes*, in 500 *l.* and that the Premiſſes were charged with other Incumbrances, to the Value of the Eſtate; *Edward Reed* thereby covenants to pay 500 *l.* to *Fenwick Downes*, and to indemnify *George Heron* againſt the ſame, and all other Incumbrances, provided they did not exceed 250 *l.* and in Conſideration thereof, *George Heron* covenants to convey the Premiſſes at *Hunſaugh*, and the Moiety of the Mill, to *Reed* and his Heirs.

Nov. 30. *Dec.* 1. 1698. Accordingly by Leaſe and Releaſe, the 30th of *November*, and 1ſt of *December*, 1698. between *George Heron* of the one Part, and *Edward Reed* of the other Part; *George Heron* in purſuance of the ſaid Articles, conveys the Premiſſes to *Reed* and his Heirs, with the uſual Covenant, that the ſame were free from Incumbrances, and gives Bond of 2000 *l.* Penalty, for the Performance of Covenants.

☞ It is admitted by the Reſpondents Anſwer, that *Reed* was only a Truſtee for *Fenwick Downes*.

June 30. 1696. About a Year before *Fenwick Downes* had begun to put his Deſign in Execution, *John Heron* the Reſpondent's Father, in Conſideration of 250 *l.* pretended to be paid to *George Heron*, gets a Grant from the ſaid *George Heron*, bearing Date, the 30th of *June*, 1696. of a Rent Charge of 15 *l. per Annum*, to him and his Heirs, iſſuing out of all the Premiſſes in *Hamſaugh* (except the Mill) but no Receipt is indorſed on this Deed for the Conſideration Money, but only a Memorandum that *George Heron* had delivered a Guinea, in lieu of Seiſin, but however to guard againſt this 250 *l.* as is ſuppoſed, was the Clauſe inſerted in the Articles of the 26th of *November*, 1698. that *Reed* ſhould not be obliged to pay any other Incumbrances of *George Heron*, exceeding 250 *l.*

Same Date. And by Indenture bearing even Date therewith, *George Heron* Leaſes the Premiſſes to *Triſtram Hippel*, for 999 Year for better Securing the ſaid Annuity, and ſoon after the ſaid *George Heron*, for ſecuring the further Sum of 90 *l.* pretended to be lent to him by the ſaid *John Heron*, confeſſes a Judgment to him, in the Sum of [illegible] *l.* which as pretended, was to ſtand as a Security not only for the ſaid Sum of 90 *l.* but likewiſe for the other Sums which the ſaid *John Heron* ſhould afterwards advance or lend to the ſaid *George Heron*, the ſaid Sums of 250 *l.* and 90 *l.* were not paid to the ſaid *George Heron*, nor any part of them, but were to have been paid and applied by the ſaid *John Heron*, towards Diſcharge and Satisfaction of the ſeveral Mortgages and Securities then ſtanding out and affecting the ſaid *George Heron*'s Eſtate, but never were, nor was any Part of them in any Manner applied to the Uſe of the ſaid *George Heron*.

Jan. 19. 1699. George Heron *thrown into* Hexham *Goal, by* Fenwick Downes. But it appearing about the Year 1699. the ſaid *Fenwick Downes* having taken an unjuſt Diſpleaſure againſt the ſaid *George Heron*, entred and took poſſeſſion of his Eſtate, and of the Stock of Cattle and Corn thereon, and continued in poſſeſſion of the ſaid Eſtate, to the Time of his Death: And in *January* 1699. arreſted the ſaid *George Heron* on the pretended 110 *l.* Bond, and threw him into *Hexham* Goal, where he continued till the Year 1703. when *Fenwick Downes* dyed. *Fenwick Downes* having by Will deviſed the Eſtate in Queſtion, to his Wiſe *Lydia Downes*, for Life, and after her Death to his Sons *Fenwick Downes*, and *Shaftoe Downes*, and their Heirs, and made his Wife *Lydia*, Executrix, ſhe proved the ſaid Will, and by Virtue thereof, entred upon, and kept Poſſeſſion of the ſaid Eſtate and Premiſſes ſo belonging to the ſaid *George Heron*, and afterwards the ſaid *Lydia Downes* and *John Heron*, came to an Agreement for the compromizing of all Differences between them, and in purſuance thereof,

March 28. 1704. On or about the 28th of *March*, 1704. Articles of Agreement were entred into between the ſaid *Lydia Downes*, of the one Part, and the ſaid *John Heron*, of the other Part, wherein reciting the ſaid ſeveral Mortgages and Incumbrances claimed by each of them, on the ſaid *George Heron*'s Eſtate, the ſaid *John Heron* did (amongſt other things) covenant with the ſaid *Lydia Downes*, that he the ſaid *John Heron*, in full Satiſfaction of all the Securities taken, in the Names of the ſaid *Fenwick Downes*, *Roger Wilſon*, *James Watſon*, *Henry Fenwick*, *John Shaftoe*, and *Edward Reed*, or of any other Perſon in truſt for them, or for the ſaid *Fenwick Downes* deceaſed, would give Bond with Two Sureties, to pay to the ſaid *Lydia Downes*, the Sum

of

of 453 *l.* 15 *s.* in full Payment and Satisfaction of all Principal, Interest, and Costs, due on the Securities before mentioned, and of all Judgments and other Securities granted to the ſaid *Fenwick Downes*, or any in Truſt for him: And the ſaid *Lydia Downes*, did thereby covenant with the ſaid *John Heron*, on Payment of the 453 *l.* 15 *s.* to aſſign or procure to be aſſigned to him, the ſaid ſeveral Securities, and [illegible] and Judgments granted by the ſaid *George Heron*, to the ſaid *Fenwick Downes*, or to any other for his Uſe; and that her Two Sons, the ſaid *Fenwick Downes* and *Shaftoe Downes*, ſhould on their attaining their Age of 21 Years, convey and releaſe all their Right and Title to the ſaid Premiſſes, unto the ſaid *John Heron* and his Heirs; and the ſaid *Lydia Downes* did thereby covenant, on the 1ſt Day of *May*, then next following, to deliver to the ſaid *John Heron*, quiet and peaceable Poſſeſſion of the the ſaid Premiſſes.

But *George Heron* the Appellant's Father, was no Party to theſe Articles, nor does it appear that he knew any thing thereof; but he was at that Time in Goal, and in a very deplorable Condition: The ſaid *Fenwick Downes* till the Time of his Death, and afterwards the ſaid *Lydia Downes*, as aforeſaid, being in Poſſeſſion of his ſaid Eſtate.

After which, by the frequent Interruptions and Diſturbances, which the ſaid *John Heron*, gave to the ſaid *Mary Heron*, Mother of the ſaid *George Heron*, and to her Tenants, ſhe the ſaid *Mary* was forced to part with her Eſtate for Life, in the Moiety of the ſaid Premiſſes, for much leſs than the real Value thereof, and accordingly,

May 1. 1704. By Deed bearing Date on or about the 1ſt of *May*, 1704. the ſaid *Mary Heron* in Conſideration of 100 *l.* conveys her Eſtate for Life, in the ſaid Moiety to the ſaid *John Heron*, who then became ſeized of the whole Eſtate in Poſſeſſion, and *Mary* dyed about the Year 1709.

Nov. 11. 1704. By Indenture bearing Date, the 11th of *November* 1704. between the ſaid *Lydia Downes*, of the one Part, and the ſaid *John Heron*, of the other Part, the ſaid *Lydia Downes* in Performance of the Covenants, in the ſaid Articles, of the 28th of *March*, 1704. and in Conſideration of the 453 *l.* 15 *s.* therein mentioned, aſſigns the ſaid Debt of 76 *l.* with the Securities taken for the ſame, to *John Heron* abſolutely.

Nov. 11. 1704. And by one other Indenture *Tripartite*, bearing Date, the ſame 11th Day of *November*, 1704. between *Elizabeth Fenwick*, Executrix of the ſaid *Henry Fenwick*, of the Firſt Part, the ſaid *Lydia Downes*, of the Second Part, the Reſpondent *John Aynſley*, and the ſaid *John Heron*, of the Third Part, reciting the ſaid Mortgage to *Thomas Heron*, and the Aſſignment thereof, to *Henry Fenwick*, and that his Name was uſed only in Truſt for the ſaid *Fenwick Downes*; the ſaid *Elizabeth Fenwick*, and *Lydia Downes*, in Conſideration of Ten Shillings a peice, paid by the ſaid *John Heron*, being Part of the 453 *l.* 15 *s.* mentioned in the ſaid Articles, aſſign the remainder of the ſaid Term of 99 Years, to *John Aynſley*, in Truſt for the ſaid *John Heron*, his Executors, Adminiſtrators, and Aſſignes.

But *George Heron* is no Party to either of theſe two Deeds, and therefore had no Opportunity of objecting to their being kept on foot, as Securities for diſtinct and different Sums.

Nov. 10. 11. 1704. By other Indentures of Leaſe and Releaſe, bearing Date, the 10th and 11th of *November*, 1704. the Releaſe being mentioned to be *Quinquepartite*, and to be made between the ſaid *Lydia Downes* of the Firſt Part, the ſaid *Roger Wilſon*, *James Watſon*, *John Shaftoe*, and *Edward Reed*, of the Second Part, the ſaid *George Heron* of the Third Part, the Reſpondent *John Aynſley* of the Fourth Part, and the ſaid *John Heron* of the Fifth Part: The ſaid *Lydia Downes* in Conſideration of the ſaid Sum of 453 *l.* 15 *s.* therein mentioned to be paid to her by the ſaid *John Heron*, in purſuance of the ſaid Articles, and in part of performance thereof; and alſo the ſaid *Roger Wilſon*, *James Watſon*, *John Shaftoe*, and *Edward Reed*, being (as is therein mentioned) Perſons that had Aſſignments of Mortgages or other Conveyances of the Premiſſes, or ſome Part thereof, in Truſt for the ſaid *Fenwick Downes*, by and with the Direction and Conſent of the ſaid *Lydia Downes*, and in Conſideration of 5 *s.* a peice, did convey and aſſure the Premiſſes, with the Appurtenances to the ſaid *John Aynſley* and his Heirs, to the Uſe of him and his Heirs, in Truſt [illegible] for the ſaid *John Heron* and his Heirs, as is therein mentioned; and leaſt there ſhould be ſome dormant Defeazance, and to prevent all Doubts and Diſputes about the Equity of Redemption of the Premiſſes, it is expreſſed in the ſaid Deed of Releaſe, that the ſaid *George Heron*, in Conſideration of 5 *s.* did grant, ſell, remiſe, releaſe, and for ever quit Claim, to the ſaid *John Heron* and his Heirs, all his Right, Title, Intereſt, Uſe, Truſt, Property, and Demand, whatſoever, either in Law or Equity, in and to the ſaid Premiſſes.

Here it appears that Reed *and* Shaftoe *were only Truſtees for* Fenwick Downes.

Frequent Application was made to the ſaid *George Heron*, the Appellant *George*'s Father, whilſt he was in *Hexham* Goal, to execute the laſt mentioned Releaſe, but he abſolutely refuſed to execute the ſame, upon which the ſaid *John Heron* in 1705. removed him to *Morpeth* Goal, far from any of his Friends and Relations, and confined him there, at his own Suit, in an Action of 200 *l.* where he was reduced to ſuch Extremity, that he was forced to petition for, and obtain the County Allowance of *Two Pence a Day*, which was accordingly granted to him; but the Reſpondent *Aynſley*, who was Truſtee and Attorney for the ſaid *John Heron*, being then Under-Sheriff of the ſaid County, in the Year, 1706. that Allowance was taken from him, upon which being reduced to the utmoſt Extremity, he thereupon, in order to obtain his Liberty and to preſerve himſelf from ſtarving, in the Year 1706. was forced to execute the ſaid Releaſe, purporting to bear Date Two Years before, and was thereupon diſcharged out of Goal, without paying any Part of the Money for which the ſaid pretended Action was brought.

The ſaid *George Heron*, the Appellant *George*'s Father, being a cloſe Priſoner, and under ſuch Circumſtances as aforeſaid, at the Time of the Execution of the ſaid Releaſe, was groſly impoſed on therein, and the more ſo, ſince the whole Principal Money and Intereſt, which was really due on the ſaid ſeveral Mortgages and Securities, was then fully ſatisfied by the Perception of the Rents and Profits of the Eſtate.

July 31. 1723. Afterwards by Indenture the 31ſt of *July*, 1723. between *Fenwick Downes* and *Shaftoe Downes*, Sons of the ſaid *Fenwick Downes* deceas'd, of the one Part, and the Reſpondent *George Heron*, Son and Heir of the ſaid *John Heron* deceaſed, of the other Part, the ſaid *Fenwick Downes* and *Shaftoe Downes*, in purſuance of the Covenants in the ſaid Articles of the 28th of *March*, 1704. convey and releaſe the Premiſſes to the ſaid Reſpondent *George Heron*, and his Heirs.

Nov. 23. 1723. George Heron's *Bill.* The Appellant *George*'s Father, by the Proceedings aforeſaid, being reduced to great Streights and Difficulties, was unable for ſeveral Years, to commence any Suit for Relief in the Premiſſes, but being at length aſſiſted by his Friends, on the 23d of *November*, 1723. he exhibited his Bill in Chancery, againſt the Reſpondents, to call them to an Account, touching the ſeveral Matters aforeſaid, and for Relief againſt the ſaid Conveyances, ſo unduly obtained from him, and that they might likewiſe Account for the Rents and Profits of the ſaid Eſtate, and that the ſaid Appellent's Father might be let into a Redemption, on Payment of what (if any thing) ſhould appear to be ſtill due and owing to them, and for other the Purpoſes therein mentioned.

Reſpondents Plea over-ruled. To which Bill the Reſpondents appeared, and pleaded the ſaid Articles of the 28th of *March*, 1704. and the ſaid ſeveral Deeds, of the 10th and 11th of *November*, 1704. and that the ſaid *John Heron* was thereby a Purchaſer for a valuable Conſideration, and inſiſted thereon, in Barr to the Diſcovery and Relief ſought by the Bill.

Which Pleas being over-ruled, the Reſpondents put in their Anſwers, and thereby inſiſted on the ſame Matters, and Iſſue being joyned and Witneſſes examined on both Sides, the ſaid Cauſe was ſet down to be heard, but before the Hearing, the ſaid Appellant's Father dyed, leaving the Appellant *George*, his Eldeſt Son and Heir.

June 14. 1727. *Decree.* The ſaid Cauſe being revived on the 14th of *June*, 1727. came to be heard before the Lord Chancellor, who was pleaſed to diſmiſs the Bill, but without Coſts.

From

[illegible] Decree the Appellants have appealed, and are adviſed that the ſaid Bill ought not to have [illegible], but that they ought to have had Relief, according to the Prayer of their Bill, for the [illegible] following,

Firſt, [illegible] from the ſeveral Raſures and other Defects, before taken notice of, moſt of the Deeds before [illegible], may juſtly be ſuſpected of Forgery and Alteration, and that there was not near the Sum [illegible] really and *bona fide* lent or advanced to the ſaid *George Heron*'s Father, as thereby pretended, all [illegible] Raſures and Alterations appear upon the Face of the Deeds themſelves, as they were produced [illegible] Appellant's Inſpection, by an Order of your Lordſhips the laſt Seſſions of Parliament.

Secondly, Ad[illegible]ing them to have been fairly obtained, yet till the Indenture *Quinquepartite*, of the 11th of *November*, 1704. there is no Pretence but that the ſeveral Deeds before obtained from the Appellant [illegible]'s Father, were meant and intended only as Mortgages, and were open to a Redemption by the [illegible] Appellant's Father; and that Deed of the 11th of *November*, was obtained by ſuch extraordinary [illegible] from the ſaid Appellant's Father, that it ought to be ſet aſide in a Court of Equity.

Thirdly, For [illegible] the Appellant *George*'s ſaid Father, was not a Party or privy to ſeveral of the before mentioned D[illegible], nor in particular, to the ſaid Articles of the 28th of *March*, 1704. which are the Foundation of [illegible] laſt mentioned Indenture.

Fourthly, For [illegible] the plain Purport even of thoſe Articles, is no other but that the ſeveral Mortgages and Securities therein mentioned, ſhould be aſſigned over to the ſaid *John Heron*, by the ſaid *Lydia Downes* [illegible] her Truſtees, without any mention of an abſolute Conveyance, or that the ſaid Appellant's ſaid Father ſhould releaſe the Equity of Redemption, or ſhould even be made a Party to the ſaid A[illegible]ments.

Fifthly, For [illegible] no Conſideration whatſoever, appears to be paid or given to the ſaid Appellant's ſaid Father, [illegible] ſaid pretended Releaſe of his Equity of Redemption.

Sixthly, For [illegible] no Account appears to have been taken, of the Rents and Profits of the Eſtate in Queſtion, from [illegible] time the Reſpondents, or thoſe under whom they claim, firſt took Poſſeſſion thereof, which was [illegible]d in the Cauſe, to have been in the Year, 1699. and yet inſtead of their Demands being leſſened, [illegible] appear from Time to Time to have been increaſed.

Seventhly, For [illegible] it appears plainly from the Proofs in the Cauſe, that the Appellant *George*'s ſaid Father, was [illegible] very eaſy to be impoſed on, and that he was greatly impoſed on in all the ſaid Tranſactions, [illegible] the ſaid *Fenwick Downes*, and the ſaid *John Heron*, the Reſpondent *George's Father*.

For all which and many other Reaſons, the Appellants are adviſed that the ſaid Decree of Diſmiſſion, is erroneous, and humbly hope that the ſame ſhall be reverſed, and that the Appellant George, *as Heir to his ſaid Father, ſhall be let into the Account and Redemption prayed by the Bill, or that the Appellants ſhall have ſuch other Relief as to your Lordſhips in your great Wiſdom ſhall ſeem juſt and reaſonable.*

J. Willes.
Cha. Robins.

GEORGE HERON, and
BARBARA HERON. } Appellants.

GEORGE HERON, and others. Reſpondents.

The Appellants *CASE.*

To be heard at the Bar of the Houſe of Lords, on Tuesday the 11th of February, 1728.

St Margarets
Covent Garden
St Martin

[illegible] 30th
[illegible] appeared
2/0 - 30th